IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUIT NO.152 OF 1995

M/s.Doors Transport Limited — Plaintiff

vs.

M/s.Tainwala Chemicals Plastics (I) Limited. — Defendants

Ms.Varsha Thorat i/b.Mr.S.V.Vora for the plaintiffs.

None for the Defendants.

CORAM : ANOOP V. MOHTA,J.

DATED : 21st March 2007

P.C.

The plaintiff has filed the present suit for recovery of the amount of Rs.86,605/- towards non-payment of goods delivered. The defendants did not appear and contested the suit and the same is treated as undefended suit.

2. The plaintiff's case is that as per the contract of transportation for the year 1991-1992 the plaintiff carried various consignments of the defendants from the site of their works at Vapi and delivered the said consignments at various destination in sound and intact condition. They have accordingly executed various consignment notes as referred to in paragraph 2 of the plaint which are ranging from the period 18.3.1991 to

31.1.1992. Out of the total amount, the defendants had made the payment of Rs.33,270/- and the balance outstanding on the date of suit i.e. 6.12.1994 has been claimed in the present suit. The defendants though received the demand notices dated 7.9.1993 and 20.7.1994 failed to reply and to make the payment as demanded. The last notice was received by the defendants which was sent through Advocate. As there was no payment made, the plaintiff has filed the present suit for the recovery of the balance amount and interest at the rate of 18% per annum from the date of the filing of the suit till realisation.

3. As there was no written statement filed by the defendants though served, the case has been listed as undefended Suit. The plaintiff has filed list of documents marked at Exhibits A, B, C, D and E collectively. The plaintiff has also filed affidavit of evidence in support of the claim and to prove the documents as well as the contents of the same. As there is no contest, the effect is that the averments made in the plaint and as supported by the affidavit of evidence along with documents (A to E) remained uncontroverted and will have to be accepted. Accordingly, I grant the decree as prayed in favour of the plaintiff so far as the principal amount of Rs.86,605/- is concerned.

4. Being a commercial transaction between the parties and in the facts and circumstances of the case, I am inclined to grant interest at the rate of 12% p.a. from the date of the bill and interest at the same rate from the date of the filing of the suit till realisation.

5. The decree be drawn accordingly. There will be no order as to costs.

[ANOOP V. MOHTA,J.]